

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 6
TO AGREEMENT ICS-FY-99-52
(Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 6, executed on the respective dates indicated below, is effective as of June 30, 2003, between the Department of Accounting and General Services, State of Hawaii
(Insert Name of State Department, Agency, Board or Commission)
(hereinafter "STATE"), by its Comptroller whose address is
(Insert Title of State Officer Executing Agreement)
1151 Punchbowl Street; Honolulu, Hawaii 96813, and
Unique Computer Systems, Inc. dba The Lange Group (hereinafter "CONTRACTOR"),
a Corporation
(Insert "Corporation", "Partnership", "Joint Venture", "Sole Proprietorship", or other legal form of the Contractor)
under the laws of the State of Hawaii, whose business address and taxpayer identification number are as follows: 1100 Ward Avenue, Suite 1050; Honolulu, Hawaii 96814
Taxpayer ID: 1019306

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement ICS-FY-99-52 for Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii
(Insert Agreement Number or other Identifying Information)
dated January 18, 2000, which was amended by Supplemental Agreement No(s) 1, 2, 3, 4 & 5
dated 06/29/00, 06/01/01, 12/30/01, 06/30/02 & 12/30/02 (hereinafter collectively referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services described in the Agreement, and

B. WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- ☐ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- ☒ Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- ☐ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- ☐ Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- ☐ Recognize the CONTRACTOR's change of name.

FROM:

TO:

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

A tax clearance certificate from the Internal Revenue Service ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental

Agreement No. 6 by their signatures on the dates below.

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

By _____
Print Name _____
Title _____
Date _____

STATE:

By Russ K. Saito
Print Name Russ K. Saito
Title Comptroller
Date 7/21/03

CONTRACTOR

By Yolanda H. Lindsey
Print Name Yolanda H. Lindsey
Title President
Date June 27, 2003

APPROVED AS TO FORM

Deane Jackson
Deputy Attorney General

*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

CONTRACTOR'S ACKNOWLEDGMENT

State of HAWAII)
)
CITY & County of HONOLULU)

SS.

On this 27th day of June, 20 03, before me personally appeared
Yolanda H. Lindsey, to me personally known, who being by me duly sworn, did
say that he/she/they is/are the President of Unique Computer Systems, Inc.
dba THE LANGE GROUP
the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign
said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

GENAL PERRIN
(Print Name)
[Signature]
Notary Public, State of Hawaii
My Commission Expires: July 01, 2005

(NOTARY SEAL)

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. **By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development(a.)**

Pursuant to a delegation of the authority by the Director of Human Resources Development, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawaii Revised Statutes (HRS).



(Signature)

Russ K. Saito

(Print Name)

Comptroller

(Print Title)

7/2/03

(Date)

- a. Item 1 of this certificate may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file.

NOTE: If authority to certify exceptions under §§76-16(2), 76-16(3), and 76-16(15), HRS, has not been delegated, only the Director of DHRD may certify §§76-16(2), 76-16(3), and 76-16(15) exceptions.

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

2. By the Director of Human Resources Development, State of Hawaii (b.)

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawaii Revised Statutes (HRS).

(Signature)

(Print Name)

(Print Title, if designees of the Director of DHRD)

(Date)

- b. Item 2 of this certificate may be used only by the Director of Human Resources Development (DHRD) or the Director's designee.

NOTE: If authority to certify exceptions under §§76-16(2), 76-16(3), and 76-16(15), HRS, has not been delegated, only the Director of DHRD may certify §§76-16(2), 76-16(3), and 76-16(15) exceptions.

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

Unique Computer Systems, Inc.

On behalf of dba THE LANGE GROUP, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ~~XXXX~~ (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

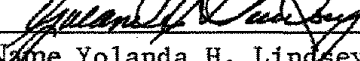
CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, June 27, 2003

CONTRACTOR

Unique Computer Systems, Inc.
dba THE LANGE GROUP

(Insert name of Contractor)

By 
Print Name Yolanda H. Lindsey
Title President

*Reminder to Agency: If "is" is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

TIME OF PERFORMANCE

Pursuant to the Request For Proposals, Special Provisions, TERM OF CONTRACT, the Agreement is extended to December 30, 2003.

This extension of time only for a six-month period is necessary to allow the vendor to remain on-call to fix any problems that arise that may be related to the Internet functions of the new BOC system.